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 JAMIE SKINNER

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

JAMIE SKINNER, an individual,) Case No. **CV 12 3834**
)
 Plaintiff,) **VERIFIED COMPLAINT FOR DAMAGES**
)
 v.) **JURY TRIAL DEMANDED**
) **JCS**
 GREEN TREE SERVICING LLC and)
 DOES 1 through 20, inclusive,)
)
 Defendants.)

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote

1 the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq
2 (hereinafter "FDCPA"), to eliminate abusive debt collection
3 practices by debt collectors, to insure that those debt
4 collectors who refrain from using abusive debt collection
5 practices are not competitively disadvantaged, and to promote
6 consistent State action to protect consumers against debt
7 collection abuses.¹

8
9 2. The California legislature has determined that the
10 banking and credit system and grantors of credit to consumers
11 are dependent upon the collection of just and owing debts and
12 that unfair or deceptive collection practices undermine the
13 public confidence that is essential to the continued functioning
14 of the banking and credit system and sound extensions of credit
15 to consumers. The Legislature has further determined that there
16 is a need to ensure that debt collectors exercise this
17 responsibility with fairness, honesty and due regard for the
18 debtor's rights and that debt collectors must be prohibited from
19 engaging in unfair or deceptive acts or practices.²

20 3. JAMIE SKINNER (hereinafter "Plaintiff"), by
21 Plaintiff's attorneys, brings this action to challenge the
22 actions of GREEN TREE SERVICING LLC, (hereinafter "Defendant
23

24 ¹ 15 U.S.C. 1692(a)-(e)

25 ² Cal. Civ. Code 1788.1(a)-(b)

1 GTS"), with regard to attempts by Defendants, debt collectors,
2 to unlawfully and abusively collect a debt allegedly owed by
3 Plaintiff, and this conduct caused Plaintiff's damages.

4 4. For the purposes of this Verified Complaint for
5 Damages, unless otherwise indicated, "Defendant" includes all
6 agents, employees, officers, members, directors, heirs,
7 successors, assigns, principals, trustees, sureties, subrogees,
8 representatives and insurers of Defendant(s) named in this
9 caption.
10

11 JURISDICTION AND VENUE

12 5. Jurisdiction of this Court arises pursuant to 28
13 U.S.C. § 1331 and 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1367 for
14 supplemental state law claims.

15 6. This action arises out of Defendants' violations of
16 the following: the Rosenthal Fair Debt Collection Practices
17 Act, California Civil Code §§ 1788-1788.32 (RFDCPA), the Fair
18 Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq.

19 7. Because Defendants do business within the State of
20 California, personal jurisdiction is established.

21 8. Venue is proper pursuant to 28 U.S.C. §1391.
22

23 PARTIES

24 9. Plaintiff is a natural person who resides in the
25 County of Contra Costa, State of California and is obligated or

1 allegedly obligated to pay a debt and is a "consumer" as that
2 term is defined by 15 U.S.C. § 1692a(3).

3 10. Plaintiff is a natural person from whom a debt
4 collector sought to collect a consumer debt which was due and
5 owing or alleged to be due and owing from Plaintiff and is
6 "debtor" as that term is defined by California Civil Code §
7 1788.2(h).

8 11. Plaintiff is informed and believes, and thereon
9 alleges, that Defendant GTS is a company operating from the City
10 of St. Paul, State of Minnesota.

11 12. Plaintiff is informed and believes, and thereon
12 alleges, that Defendants are persons who use an instrumentality
13 of interstate commerce or the mails in any business the
14 principal purpose of which is the collection of any debts, or
15 who regularly collects or attempts to collect, directly or
16 indirectly, debts owed or due or asserted to be owed or due
17 another and are "debt collectors" as that term is defined in 15
18 U.S.C. § 1692a(6).

19 13. Plaintiff is informed and believes, and thereon
20 alleges, that Defendants are not attorneys or counselors at law
21 and are persons who, in the ordinary course of business,
22 regularly, on behalf of themselves or others, engages in debt
23 collection as that term is defined by California Civil Code §
24
25

1 1788.2(b), and are "debt collectors" as that term is defined by
2 California Civil Code § 1788.2(c).

3 14. This case involves money, property or their
4 equivalent, due or owing or alleged to be due or owing from a
5 natural person by reason of a consumer credit transaction. As
6 such, this action arises out of a "consumer debt" and "consumer
7 credit" as those terms are defined by Cal. Civ. Code §
8 1788.2(f).
9

10 **FACTUAL ALLEGATIONS**

11 15. At all times relevant, Plaintiff is an individual
12 residing within the State of California.

13 16. Plaintiffs are informed and believe, and thereon
14 allege, that at all times relevant Defendants conducted business
15 in the State of California.

16 17. Before February 2, 2012, Plaintiff obtained a loan
17 from Bank of America or its assignor for the purpose of
18 purchasing a single family home which Plaintiff occupied with
19 his family. As such, this loan was a purchase money mortgage
20 and Plaintiff had no personal liability under California Code of
21 Civil Procedure 580(b).
22

23 18. On February 2, 2012, Plaintiff's home was sold at
24 trustee sale. Thereafter, GTS attempted to collect from
25 Plaintiff approximately \$102,000.00 on a debt which was not due.

1 19. Plaintiff, during a telephone conversation with a
2 Corina with GTS told Defendant it was a purchase money loan, and
3 they were not personally liable. Corina agreed, but told
4 Plaintiff it would still affect their credit unless Plaintiff
5 settled by paying an agreed amount. Plaintiff then received
6 these subsequent calls from GTS:

7 Saturday, April 14, 2012

8 Received 3 phone calls in the morning. . . First was at
9 8:14 - I was in the shower! No message left! Second call
10 was 9:15. Picked up and said Hello and the phone hung up
11 on me! Third call was 9:15 and when I said Hello, I got
a recording telling me to call them back at . . . phone
number.

12 Monday, April 16, 2012

13 I got a call at 9:39 am. I received another phone call
14 from a male (not sure of his name) he proceeded to tell me
15 that he was from Green Tree and they are a debt collection
16 agency. . . I interrupted him and said I had already spoke
17 to someone and again that the house was foreclosed on and
18 we had an all purchase money loan in the state of
California. Told him not to call us anymore and that I had
already stated that we were talking with our lawyer. He
became very abrupt and said "Well thank you for commanding
the conversation like that but we do not sit around and
wait for you to contact us" . . .

19 Wednesday, April 18, 2012

20 Today I received a phone call from a male at 10:04 am,
21 again he stated that he was from Green Tree and they are a
22 collection agency attempting to collect a debt. I asked
23 him if it showed any record that I had already talked to
24 someone from the office. He said yes it shows that but you
25 still owe \$102,000. I told him as well about the
foreclosure and he proceeded to bully me stating such
things as: I stole this money from Countrywide and now
they have a blank spot in their bank account while we are
living free! He said how can you be an American and know
that you are stealing this money. . . He proceeded to tell
me "wouldn't it be nice for everyone to just say they have
a lawyer and things will go away, but somebody, YOU still

1 need to pay your debt!" He then also told me, that I felt
2 like I knew more than him and I was choosing the wrong
3 decision to go up against BofA and that they will do
4 everything in their power to come after us to get all their
5 money back. He said they will contact my husband's
6 employer to verify that he is still working and look into
7 me if I am working because they can garnish our wages to
8 pay back the debt. (By this point my heart is pounding and
9 I can feel my blood pressure going thru the roof!) I felt
10 many times that he attacked my character and ability to 'do
11 the right thing'! He then stated that I am denying the
12 offer to settle at a lower amount and that at this point
13 BofA will do everything to get their money and after the
14 phone hangs up I will no longer have the offer to settle at
15 a lower payoff.

16 I subsequently called back and a lady that I was now
17 talking to gave me his name "Garry Rose".

18 20. These financial obligations were primarily for
19 personal, family, or household purposes and are therefore
20 "debt(s)" as that term is defined by 15 U.S.C. §1692a(5).

21 21. Plaintiff is informed and believes, and thereon
22 alleges, that before April 12, 2012, the alleged debt was
23 assigned, placed, or otherwise transferred, to Defendant GTS for
24 collection.

25 **CAUSES OF ACTION CLAIMED BY PLAINTIFF**

COUNT I

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 et seq.

24 24. Plaintiff incorporates by reference all of the above
25 paragraphs of this Complaint as though fully stated herein.

1 25. The foregoing acts and omissions of Defendants
2 constitute numerous and multiple violations of the FDCPA,
3 including but not limited to §§ 1692b(6), 1692c(a)(2), 1692d,
4 1692e, 1692e(2), and 1692f of the FDCPA, 15 U.S.C. § 1692 et
5 seq.

6 26. As a result of each and every Defendants' violations
7 of the FDCPA, Plaintiff is entitled to any actual damages
8 pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an
9 amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(1);
10 statutory damages in an amount up to \$1,000.00 pursuant to 15
11 U.S.C. §1692k(a)(2)(A); and, reasonable attorney's fees and
12 costs pursuant to 15 U.S.C. §1692k(a)(3) from Defendants.
13

14 **COUNT II**

15 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

16 **§§ 1788-1788.32 (RFDCPA)**

17 27. Plaintiff incorporates by reference all of the above
18 paragraphs of this Complaint as though fully stated herein.

19 28. The foregoing acts and omissions of Defendants
20 constitute numerous and multiple violations of the RFDCPA.

21 29. As a result of Defendants' violations of the RFDCPA,
22 Plaintiff is entitled to any actual damages pursuant to
23 California Civil Code § 1788.30(a); statutory damages for a
24 knowing or willful violation in the amount up to \$1,000.00
25 pursuant to California Civil Code § 1788.30(b); and reasonable

1 attorney's fees and costs pursuant to California Civil Code §
2 1788.30(c) from Defendants.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays that judgment be entered against
5 Defendants for:

6 **FAIR DEBT COLLECTION PRACTICES ACT**

- 7
- 8 • an award of actual damages pursuant to 15 U.S.C.
9 §1692k(a)(1) in an amount to be adduced at trial, from
10 Defendants;
 - 11 • an award of statutory damages of \$1,000.00, pursuant
12 to 15 U.S.C. § 1692k(a)(2)(A), from Defendants;
 - 13 • an award of costs of litigation and reasonable
14 attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3)
15 from Defendants.

16 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

- 17
- 18 • an award of actual damages pursuant to California
19 Civil Code § 1788.30(a) in an amount to be adduced at
20 trial, from Defendants;
 - 21 • an award of statutory damages of \$1,000.00, pursuant
22 to California Civil Code § 1788.30(b), from
23 Defendants;
- 24
- 25

- an award of costs of litigation and reasonable attorney's fees, pursuant to California Civil Code § 1788.30(c), from Defendants.

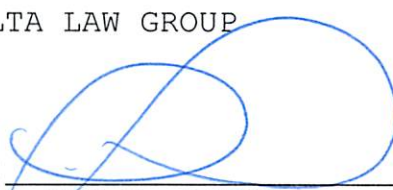
TRIAL BY JURY

Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED: June 29, 2012

Respectfully submitted,

DELTA LAW GROUP

BY: 
JIM G. PRICE
Attorneys for Plaintiff
JAMIE SKINNER

VERIFICATION

I, JAMIE SKINNER, declare:

I am the Plaintiff in this action. I have read the foregoing document entitled: **VERIFIED COMPLAINT FOR DAMAGES** and know the contents thereof. The same is true of my own knowledge, except as to those matters stated therein on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 9 day of July, 2012, at Brentwood, California.


JAMIE SKINNER